



Deposition of:  
**William Graylin**

*August 31, 2021*

In the Matter of:  
**Anywhere Commerce Inc., Et Al. Vs.  
Ingenico Inc., Et Al.**

**Veritext Legal Solutions**

888.777.6690 | [cs-midatlantic@veritext.com](mailto:cs-midatlantic@veritext.com) | 215-241-1000

<p style="text-align: right;">Page 6</p> <p>1 A -- and then got my master's degrees. 2 Finished that up in 2000. 3 Q All right. And what was your master's degree 4 in? 5 A Electrical engineering, and computer science, 6 and business. 7 Q And then you went to the US Nuclear Power 8 School, you said. What were the years for 9 that? 10 A '93. 11 Q Okay. And what did you do after graduating 12 from MIT in 2000? 13 A I started four different companies and I'm 14 currently on my fifth and sixth. 15 Q Okay. And could you tell me what the -- just 16 so I know, what were the companies you 17 started and roughly what the years were? 18 A So in -- in 2000 I started EntitleNet. It 19 was acquired by BEA Systems, later Oracle. 20 And then in 2002, I started Way Systems and 21 later acquired by Verifone. And then, in 22 2007-ish, I started ROAM Data, and it was 23 acquired by Ingenico. And then, late 2012, I 24 started LoopPay and that was acquired later</p>	<p style="text-align: right;">Page 8</p> <p>1 MR. WRAY: Objection to form. 2 Q You can answer. And goodness, I can't 3 imagine it'll happen. So let me just get it 4 out of the way, but if for some -- I don't 5 think you're represented today by anybody; is 6 that correct? 7 A No. 8 Q Okay. Well, then, so from time to time he 9 may object. From time to time if I -- if 10 he's asking questions at some point, I may 11 object. 12 A Okay. 13 Q But unless -- you know -- 14 A I mean, I should be -- yeah. 15 Q -- you should go ahead and answer if you 16 understand. 17 A Yeah. I -- I think I understand. I mean, 18 BBPOS was a vendor to -- to ROAM Data. And 19 so we used -- we used their reader solution 20 in our overall payment solution. 21 Q How did you first become aware of BBPOS, if 22 you recall? 23 A Let's see. I learned about Ben Lo that he 24 had a reader solution. So I called up Ben in</p>
<p style="text-align: right;">Page 7</p> <p>1 by Samsung. 2 Q Okay. What was the business of LoopPay? 3 A A digital wallet that lets you tap and pay 4 just about everywhere. 5 Q Okay. And very briefly, what are the 6 companies that you are working on now, number 7 five and six? 8 A OV Loop, which is a next-generation connected 9 commerce platform for engagement, loyalty, 10 and payments. And Indigo Technologies, which 11 is a next-generation electric vehicle 12 solution focused on delivery and ride-hail. 13 Q Okay. So I want to focus now on ROAM Data 14 you started in 2007. What caused you to 15 start ROAM Data in 2007? 16 A Well, it was mobile payments as I -- as I had 17 been working on. And for mobile payments, we 18 created a smartphone-based mobile payment 19 acceptance solution. And so that was the -- 20 you know, the genesis between myself, my 21 co-founder. And we basically built a mobile 22 point of sale services platform. 23 Q Okay. How did BBPOS play into ROAM Data's 24 business?</p>	<p style="text-align: right;">Page 9</p> <p>1 Hong Kong to learn more about it. And then 2 -- and then from that early discussion I was 3 interested in his hardware with his firmware 4 that we could use because we were building, 5 you know, the applications, the back end, the 6 gateways in the United States. And it seemed 7 like a potential fit so we explored it. It 8 turned out to be a fit. We started acquiring 9 and purchasing some of their products. 10 Q I'll show you documents at some point, but 11 I'd like to use as much of your memory as I 12 can before showing you documents. Do you 13 recall roughly what year or months that you 14 became acquainted with Ben Lo? 15 A Let's see. I think it was somewhere around 16 -- I want to say somewhere around -- close to 17 '08. 18 Q Could you tell me what -- when you say that 19 you started to do business with BBPOS, what 20 products or services did BBPOS supply to ROAM 21 Data? 22 MR. WRAY: Objection. Vague as to 23 time. 24 A It was a reader, initially. And then --</p>

<p style="text-align: right;">Page 10</p> <p>1        yeah.</p> <p>2        Q    Okay. And when you say "Reader, initially,"</p> <p>3        do you have a sense of when that came about?</p> <p>4        A    I guess closer to '08, '09, somewhere around</p> <p>5        there.</p> <p>6        Q    Did the relationship between BBPOS and ROAM</p> <p>7        Data evolve thereafter?</p> <p>8        A    I mean, they were a supplier for -- for quite</p> <p>9        some time, all the way up until even when I</p> <p>10       was -- when I was leaving ROAM Data, they</p> <p>11       were still a supplier.</p> <p>12       Q    Okay. And when you say, "A supplier," a</p> <p>13       supplier of readers?</p> <p>14       A    Readers, yeah.</p> <p>15       Q    Were they supplying anything else at the time</p> <p>16       that you recall?</p> <p>17       A    Mostly just readers. Yeah.</p> <p>18       Q    Does the term CircleSwipe mean anything to</p> <p>19       you?</p> <p>20       A    I think it's the readers, you know, the same</p> <p>21       -- same readers that we used to white-label</p> <p>22       and sell to our -- our clients.</p> <p>23       Q    Okay. What role did BBPOS then play in</p> <p>24       connection with ROAM Data's selling of</p>	<p style="text-align: right;">Page 12</p> <p>1       A    -- something like that, yeah.</p> <p>2       Q    Mr. Wray can't help you with that one, but...</p> <p>3       A    Yeah. I mean, you guys have the record.</p> <p>4       Q    That's right.</p> <p>5       A    Yeah.</p> <p>6       Q    And, you know, again, I'm not trying to</p> <p>7       create anything odd on the record, but it's</p> <p>8       nice to just get your memory as you remember</p> <p>9       it. What --</p> <p>10       A    Yeah.</p> <p>11       Q    Do you recall how much that initial</p> <p>12       investment was?</p> <p>13       A    It's a single-digit millions. Yeah.</p> <p>14       Q    And then, you said that later they had a more</p> <p>15       significant stake. Do you recall when that</p> <p>16       was?</p> <p>17       A    I think that was maybe closer to '11 --</p> <p>18       Q    Okay.</p> <p>19       A    -- 2011.</p> <p>20       Q    And what --</p> <p>21       A    Maybe -- maybe 2012. Could be early 2012.</p> <p>22       Q    And what was the -- what was that more</p> <p>23       significant stake, as you recall?</p> <p>24       A    It was a few tens of millions. But I can't</p>
<p style="text-align: right;">Page 11</p> <p>1       CircleSwipes?</p> <p>2       A    We white-labeled the solution and they</p> <p>3       manufactured it and delivered to us. And</p> <p>4       then we -- we distributed it.</p> <p>5       Q    What was ROAMpay?</p> <p>6       A    ROAMpay.</p> <p>7       Q    Yeah, if you recall.</p> <p>8       A    I think it was just a branding that we had.</p> <p>9       I mean, we had a -- we had a lot of</p> <p>10       white-label solution that we branded for</p> <p>11       customers.</p> <p>12       Q    Okay.</p> <p>13       A    Yeah.</p> <p>14       Q    And what was the relationship between ROAM</p> <p>15       and Ingenico?</p> <p>16       A    Oh, Ingenico first invested in ROAM, and</p> <p>17       later on they had a more significant -- more</p> <p>18       significant stake, and then, eventually, they</p> <p>19       acquired the company.</p> <p>20       Q    Okay. Do you recall when they initially</p> <p>21       invested in ROAM?</p> <p>22       A    I want to say somewhere around '09. I think</p> <p>23       --</p> <p>24       Q    Okay.</p>	<p style="text-align: right;">Page 13</p> <p>1       remember exactly how many tens of millions.</p> <p>2       Q    Okay. And then, you said that eventually,</p> <p>3       Ingenico acquired ROAM?</p> <p>4       A    Yeah.</p> <p>5       Q    Do you recall when that acquisition was</p> <p>6       consummated?</p> <p>7       A    They took majority -- they had majority</p> <p>8       control by -- by 2012, and then, I think, the</p> <p>9       rest of the conclusion was probably -- I want</p> <p>10       to say '14, sometime. Sometime '14, I think.</p> <p>11       Best I can recall.</p> <p>12       Q    Okay.</p> <p>13       A    Yeah. The specific dates you can find, I'm</p> <p>14       sure.</p> <p>15       Q    Do you recall being in litigation -- do you</p> <p>16       recall being a part of a litigation by --</p> <p>17       between yourself and Ingenico?</p> <p>18       A    Uh-huh. Yes.</p> <p>19       Q    What do you recall of the nature of that</p> <p>20       litigation?</p> <p>21       A    The nature of that litigation was regarding</p> <p>22       -- was regarding the fairness and treatment</p> <p>23       of the shareholders and -- and the shares</p> <p>24       that ultimately were acquired by, you know,</p>

<p style="text-align: right;">Page 14</p> <p>1 Ingenico at a particular price for all</p> <p>2 shareholders.</p> <p>3 Q When you say fairness and treatment of</p> <p>4 shareholders, what do you recall about your</p> <p>5 concerns respecting the fairness and</p> <p>6 treatment of shareholders?</p> <p>7 A I think we had a disagreement on what -- you</p> <p>8 know, what Ingenico was going to pay the</p> <p>9 shareholders for the rest of the shares, you</p> <p>10 know, for the acquisition, and that was what</p> <p>11 I recall.</p> <p>12 Q Okay. Do you recall -- and I'm going to</p> <p>13 mispronounce the name, I apologize -- a</p> <p>14 fellow named Chris Rotsaert?</p> <p>15 A Rotsaert?</p> <p>16 Q Rotsaert, yeah.</p> <p>17 A Rotsaert.</p> <p>18 Q I was saying it a little French. So it's</p> <p>19 Rotsaert. Yes. What do you recall of him?</p> <p>20 A Yeah. He was working for Ingenico at the</p> <p>21 time and he was spending time at the Boston</p> <p>22 office at ROAM Data.</p> <p>23 Q Do you recall any concerns about Mr.</p> <p>24 Rotsaert's allegiances when he was working at</p>	<p style="text-align: right;">Page 16</p> <p>1 property or learning that belonged to BBPOS?</p> <p>2 A I mean, he was doing some due diligence</p> <p>3 because I recommended to Ingenico that, you</p> <p>4 know, we make an acquisition of BBPOS at one</p> <p>5 point, and -- and I think that net -- that</p> <p>6 deal really never took place. And I think --</p> <p>7 I don't remember if Mr. Rotsaert was part of</p> <p>8 the DD that went over to BBPOS to do due</p> <p>9 diligence, but there was definitely some due</p> <p>10 diligence that were done and, ultimately,</p> <p>11 that didn't pan out.</p> <p>12 MR. KESSLER: I'm going to mark this</p> <p>13 as Exhibit 1.</p> <p>14 (Whereupon, Exhibit No. 1, the engineering</p> <p>15 development and license agreement between</p> <p>16 ROAM Data and BBPOS, is marked for</p> <p>17 identification.)</p> <p>18 MR. KESSLER: Here you go.</p> <p>19 MR. WRAY: Thank you.</p> <p>20 MR. KESSLER: You're welcome.</p> <p>21 THE WITNESS: Thank you.</p> <p>22 BY MR. KESSLER:</p> <p>23 Q I'm going to show you Exhibit 1 -- what's</p> <p>24 been marked as Exhibit 1. Please take</p>
<p style="text-align: right;">Page 15</p> <p>1 the Boston office of ROAM Data?</p> <p>2 A I mean, it was clear that he was an employee</p> <p>3 of -- of Ingenico, of course. But overall,</p> <p>4 you know, we -- at ROAM Data, Ingenico was</p> <p>5 the largest shareholder. You know, we were</p> <p>6 partners with Ingenico, and -- but we were</p> <p>7 not fully, you know, acquired at that time.</p> <p>8 Q Was ROAM paying part of Mr. Rotsaert's salary</p> <p>9 at that time, if you recall?</p> <p>10 A I can't recall whether he was officially paid</p> <p>11 by ROAM Data or Ingenico. You'd -- you'd</p> <p>12 have to look at the records.</p> <p>13 Q Got it. Do you have any -- do you recall of</p> <p>14 any concerns about Mr. Rotsaert's treatment</p> <p>15 of intellectual property belonging to ROAM?</p> <p>16 A I mean, we gave them -- we gave them access</p> <p>17 to our own data. So we were partners, so we</p> <p>18 were -- we were fairly freely sharing our own</p> <p>19 intellectual property with -- with Ingenico</p> <p>20 at that time, but there was still a wall</p> <p>21 between ROAM Data and Ingenico as two</p> <p>22 separate companies.</p> <p>23 Q Okay. And were you concerned about the</p> <p>24 treatment by Mr. Rotsaert of any intellectual</p>	<p style="text-align: right;">Page 17</p> <p>1 whatever time you need to review it. My</p> <p>2 first question to you will be: Do you</p> <p>3 recognize this?</p> <p>4 A Let me grab my glasses.</p> <p>5 Q Sure.</p> <p>6 A Thinner than --</p> <p>7 MR. WRAY: I'm sorry. Did that come</p> <p>8 out of here?</p> <p>9 THE WITNESS: Yeah.</p> <p>10 MR. KESSLER: Yeah. All right.</p> <p>11 THE WITNESS: Okay. Yeah.</p> <p>12 BY MR. KESSLER:</p> <p>13 Q And what is it you're looking at now?</p> <p>14 A This is the engineering development and</p> <p>15 license agreement from May of 2010 between</p> <p>16 ROAM Data and BBPOS.</p> <p>17 Q Okay. Did you play a hand in negotiating</p> <p>18 this?</p> <p>19 A Yeah, I did.</p> <p>20 Q Okay. Who did you negotiate this with?</p> <p>21 A Just Ben.</p> <p>22 Q Were you the primary person from ROAM Data</p> <p>23 who was negotiating this?</p> <p>24 A Yep.</p>

<p style="text-align: right;">Page 18</p> <p>1 Q I want to ask you about the warehouse clause</p> <p>2 on Page 1 of the agreement, specifically,</p> <p>3 "Warehouse Clause B" where it says "The</p> <p>4 company wishes to obtain an exclusive license</p> <p>5 to use and sell the products identified in</p> <p>6 Schedule 1." Do you recall what that meant or</p> <p>7 referred to?</p> <p>8 A Yeah, I think we were -- we were getting an</p> <p>9 exclusive deal from BBPOS to -- to distribute</p> <p>10 in our territory.</p> <p>11 Q To distribute the products in your territory?</p> <p>12 A Yeah.</p> <p>13 Q Okay. And I see Schedule 1 is referenced,</p> <p>14 and Schedule 1 is on Page 10 of the document.</p> <p>15 A Yeah.</p> <p>16 Q And what was your -- what is your</p> <p>17 understanding of the products that were</p> <p>18 actually at issue in the disagreement?</p> <p>19 A Really the readers. And then, later on, they</p> <p>20 were going to look at maybe buildings and</p> <p>21 additional readers beyond the plug-in. So</p> <p>22 the first one was plugging into the, you</p> <p>23 know, audio jack. And then, later on, there</p> <p>24 was a Bluetooth version.</p>	<p style="text-align: right;">Page 20</p> <p>1 Q Okay. And why did ROAM enter into this</p> <p>2 contract with BBPOS for this CircleSwipe or</p> <p>3 crypto swipe, if you know?</p> <p>4 A Yeah. Why?</p> <p>5 Q Yes.</p> <p>6 A Because they had a good product that we could</p> <p>7 use and -- and market. Yeah.</p> <p>8 Q So let me ask you about the second bullet</p> <p>9 point under the report that's on Exhibit 1.</p> <p>10 A Uh-huh.</p> <p>11 Q It says, "EMV capable POS" -- point of sale</p> <p>12 -- "unit with Bluetooth interface, sometimes</p> <p>13 referred to as the BBPOS, currently</p> <p>14 completing certification."</p> <p>15 A Okay.</p> <p>16 Q Could you tell me what that was about?</p> <p>17 A So that's -- instead of connecting through</p> <p>18 the -- through the audio jack, this would</p> <p>19 communicate via Bluetooth. And it's a reader</p> <p>20 that BBPOS was building at the time, but it</p> <p>21 was not yet ready for market. So we</p> <p>22 anticipated that we would -- we would utilize</p> <p>23 that product for -- for market.</p> <p>24 Q And would that be a product that was -- it</p>
<p style="text-align: right;">Page 19</p> <p>1 Q Okay. I see a reference to -- on Page 10 to</p> <p>2 the products. And the first -- there are two</p> <p>3 bullet points.</p> <p>4 A Uh-huh.</p> <p>5 Q The first bullet point starts, "Encrypted</p> <p>6 CircleSwipe readers, sometimes referred to as</p> <p>7 a crypto swipe or ROAMpay Swipe." If you</p> <p>8 could tell me more about what that one was?</p> <p>9 I apologize if this is --</p> <p>10 A Yeah, no, this is just a plug-in -- plug-in</p> <p>11 reader into the audio jack.</p> <p>12 Q Okay. And when you say, "Just a plug-in</p> <p>13 reader into the audio jack," for somebody</p> <p>14 who's not -- not nearly technically savvy as</p> <p>15 you, what does that mean?</p> <p>16 A That means you can plug in a reader into the</p> <p>17 audio jack of a phone and be able to</p> <p>18 communicate and capture a track data from the</p> <p>19 reader, and then putting it back into the</p> <p>20 application, and then the application can</p> <p>21 send it off as a point of sale device.</p> <p>22 Q Okay. And the reader, of course, is a credit</p> <p>23 card reader.</p> <p>24 A Yes.</p>	<p style="text-align: right;">Page 21</p> <p>1 would be called ROAMpay; do you recall?</p> <p>2 A I think we just branded it ROAMpay as a</p> <p>3 product name for -- for our readers. So</p> <p>4 ROAMpay was kind of a generic branding for --</p> <p>5 for our solution.</p> <p>6 Q Okay. Now, this engineering and license</p> <p>7 agreement, this was a product license</p> <p>8 agreement, correct?</p> <p>9 A I believe so. Yes.</p> <p>10 Q Okay. I'd like to ask you about -- back to</p> <p>11 Page 1 of this. It says under 0.1 License,</p> <p>12 specifically 1.2, it says, "The license</p> <p>13 granted in Section 1.1 is not transferable or</p> <p>14 assignable in the event of sale of the</p> <p>15 company to a competitor with its own point of</p> <p>16 sale products without prior written consent</p> <p>17 of the partner, not to be unreasonably</p> <p>18 withheld." Do you recall what that meant?</p> <p>19 A Yeah. I think it's pretty well</p> <p>20 self-explanatory. You know, basically, it</p> <p>21 says that without -- without BBPOS prior</p> <p>22 knowledge, you know, this -- this agreement</p> <p>23 is not transferable or assignable in the</p> <p>24 event of a sale of the company to a</p>

<p style="text-align: right;">Page 22</p> <p>1 competitor.</p> <p>2 Q Now, does this -- does this agreement come</p> <p>3 into play as a transfer of patents in some</p> <p>4 way?</p> <p>5 MR. WRAY: Objection to form.</p> <p>6 A No. It was a technology development and</p> <p>7 license.</p> <p>8 Q Thank you. Do you recall, was -- did this</p> <p>9 agreement prevent BBPOS from selling the very</p> <p>10 same crypto swipe or CircleSwipe readers that</p> <p>11 ROAM is selling in, say, North America?</p> <p>12 A I think there was some level of exclusivity</p> <p>13 in our territory as I recall. There's some</p> <p>14 -- like, okay, it says here in 1.4, "During</p> <p>15 the term of this agreement, partner will have</p> <p>16 non-exclusive rights to resell BBPOS, ROAMpay</p> <p>17 POS solution described in Schedule A. The</p> <p>18 partner entitled to a combination of 25</p> <p>19 percent net profit of recurring service</p> <p>20 revenue," blah-blah-blah, and profits, blah.</p> <p>21 So it says -- earlier says, "We desire to</p> <p>22 have exclusivity." But I don't know if</p> <p>23 ultimately --</p> <p>24 Q Now, let me direct you to 1.3. It does say,</p>	<p style="text-align: right;">Page 24</p> <p>1 Q Okay. I'd like to turn now to Schedule 2,</p> <p>2 which is on Page 11.</p> <p>3 A Schedule 2.</p> <p>4 Q Yes, sir.</p> <p>5 A Okay.</p> <p>6 Q Oh, and I'd like to draw your attention to</p> <p>7 the third bullet point down.</p> <p>8 A Okay.</p> <p>9 Q Where it says, "ROAM will be the exclusive</p> <p>10 distributor of the products and devices,</p> <p>11 crypto swipe, branded ROAMpay Swipe, and ROAM</p> <p>12 will provide a margin of \$3 per crypto swipe</p> <p>13 unit and \$7 per BBPOS or ROAMpay POS unit</p> <p>14 above cost of manufacturing, packaging, and</p> <p>15 bill of material paid to BBPOS for delivering</p> <p>16 the units to ROAM as part of the invoice from</p> <p>17 hardware." Do you recall the significance of</p> <p>18 that provision?</p> <p>19 A Yeah, it was just a way to set a price that,</p> <p>20 you know, guarantees a certain amount -- a</p> <p>21 certain amount of -- of net profit to -- to</p> <p>22 BBPOS.</p> <p>23 Q What would happen if ROAM started</p> <p>24 manufacturing the very same part that the</p>
<p style="text-align: right;">Page 23</p> <p>1 "The license granted in Section 1.1 is</p> <p>2 exclusive on a worldwide basis with the</p> <p>3 exception of China, Philippines, and set</p> <p>4 forth in Clause 1.5."</p> <p>5 A Okay. Yes. So --</p> <p>6 Q Does that help? I -- and I --</p> <p>7 A Yeah. Yeah.</p> <p>8 Q Yes.</p> <p>9 A So for -- for CircleSwipe, I think -- I think</p> <p>10 it was exclusive with the exception of a</p> <p>11 couple -- a couple of areas.</p> <p>12 Q Okay.</p> <p>13 A Yeah.</p> <p>14 Q All right.</p> <p>15 A That's right.</p> <p>16 Q Understood.</p> <p>17 A Yeah, the other product was non-exclusive. I</p> <p>18 think it was part exclusive and part</p> <p>19 non-exclusive.</p> <p>20 Q Okay. Oh, and back to Section 1.2, do you</p> <p>21 understand Ingenico to have been a competitor</p> <p>22 of BBPOS?</p> <p>23 A I think you could say that in certain --</p> <p>24 certain circles, yes. Certain territory.</p>	<p style="text-align: right;">Page 25</p> <p>1 BBPOS manufactured and calling it the same</p> <p>2 crypto swipe and then selling it on the</p> <p>3 market? Would ROAM then be paying BBPOS per</p> <p>4 unit in that case as well?</p> <p>5 MR. WRAY: Objection to the form.</p> <p>6 Objection, calls for speculation.</p> <p>7 Q And you can answer.</p> <p>8 A I mean, we didn't have any intentions to do</p> <p>9 that so -- so that was not part of the -- the</p> <p>10 agreement. Yeah. And we were not a</p> <p>11 manufacturer ourselves.</p> <p>12 Q In working on these solutions with BBPOS,</p> <p>13 what was ROAM's understanding of BBPOS'</p> <p>14 rights to its designs and trade secrets and</p> <p>15 intellectual property?</p> <p>16 A To their own --</p> <p>17 Q Yes.</p> <p>18 A -- stuff? I mean, they -- they own their own</p> <p>19 IP.</p> <p>20 Q So this engineering and development license</p> <p>21 renewal, it wasn't a purchase of the IP?</p> <p>22 A No.</p> <p>23 Q Okay. Why don't we leave that for a minute,</p> <p>24 or ten minutes, or half an hour, or what have</p>



<p style="text-align: right;">Page 26</p> <p>1 you? Let me leave that. Let me mark</p> <p>2 something else now.</p> <p>3 MR. WRAY: I'll take that.</p> <p>4 THE WITNESS: Thank you.</p> <p>5 MR. KESSLER: I'm showing you what's</p> <p>6 been marked as Exhibit 2. It's BBPOS 1588127</p> <p>7 through 1588148.</p> <p>8 (Whereupon, Exhibit No. 2, BBPOS 1588127 through</p> <p>9 1588148, is marked for identification.)</p> <p>10 Q Please take whatever time you need to look at</p> <p>11 it. And my question to you will be: Do you</p> <p>12 recognize it?</p> <p>13 A Yep.</p> <p>14 Q What is it?</p> <p>15 A Oh, this is a complaint that we filed on</p> <p>16 behalf of the shareholders, yeah, against</p> <p>17 Ingenico and the CEO at the time, Philippe</p> <p>18 Lazare.</p> <p>19 Q And the complaint is captioned, "William</p> <p>20 Graylin et al. v. Philippe Lazare; is that</p> <p>21 correct?</p> <p>22 A Yes.</p> <p>23 Q Is this the complaint that you were -- is</p> <p>24 this the lawsuit that you were mentioning</p>	<p style="text-align: right;">Page 28</p> <p>1 74.2 percent interest in the company on a</p> <p>2 fully diluted basis. Ingenico received the</p> <p>3 right to appoint two persons to serve on</p> <p>4 ROAM's board of directors, and the appointed</p> <p>5 was there and included into the board." Is --</p> <p>6 A That's correct.</p> <p>7 Q That's correct -- that was accurate?</p> <p>8 A Yeah.</p> <p>9 Q Okay. I'd like to skip down to Paragraph 46.</p> <p>10 "Following Ingenico's investment, the defense</p> <p>11 Lazare and Coonen engaged in a scheme to</p> <p>12 redirect value from ROAM to Ingenico and</p> <p>13 thwart the new growth of ROAM and</p> <p>14 misappropriate its highly valuable</p> <p>15 intellectual property in order to depress the</p> <p>16 value of a minority stockholders' interest to</p> <p>17 the benefit of Ingenico's interest. The</p> <p>18 defendant's unlawful scheme included a plan</p> <p>19 to breach its contract, provide 35 million to</p> <p>20 fund ROAM's growth, and a plan to force</p> <p>21 agreement from the company he founded and</p> <p>22 nurtured for six years." Do you recall if</p> <p>23 that's accurate?</p> <p>24 A That's -- that was what we felt at the time,</p>
<p style="text-align: right;">Page 27</p> <p>1 earlier?</p> <p>2 A Correct.</p> <p>3 Q Did you supply information for the</p> <p>4 allegations in this complaint?</p> <p>5 A I did.</p> <p>6 Q I'd like to direct your attention to Page 8</p> <p>7 of the complaint, which is 1588135. And</p> <p>8 specifically, I'd like to draw your attention</p> <p>9 to Paragraphs 43 and 44.</p> <p>10 A Okay.</p> <p>11 Q Okay. And Paragraph 43 says, "In reliance on</p> <p>12 Ingenico's promise to make 35 million</p> <p>13 available to ROAM to be used to fund its</p> <p>14 expansion and grow the value of ROAM shares</p> <p>15 for all shareholders, ROAM rejected the</p> <p>16 proposals made by the other two investment</p> <p>17 firms and accepted Ingenico's proposal."</p> <p>18 A Uh-huh.</p> <p>19 Q Do you recall -- what do you recall that --</p> <p>20 is that an accurate statement?</p> <p>21 A Yeah.</p> <p>22 Q Okay. Then Paragraph 44 says, "In February</p> <p>23 2012, Ingenico closed the investment of</p> <p>24 approximately 48 million in ROAM giving it a</p>	<p style="text-align: right;">Page 29</p> <p>1 yes.</p> <p>2 Q Okay. Paragraph 47 -- well, when you say,</p> <p>3 "That was what we felt at the time," have you</p> <p>4 changed your mind about that now?</p> <p>5 A I mean, that was -- that was our perception</p> <p>6 of the case, and then, eventually, they</p> <p>7 settled this case. So -- so they ultimately</p> <p>8 paid out and -- and, you know, settled from</p> <p>9 what we originally, you know, felt was wrong</p> <p>10 to our shareholders.</p> <p>11 Q Okay.</p> <p>12 A So --</p> <p>13 Q In your view, it's been many years since</p> <p>14 this?</p> <p>15 A Yeah.</p> <p>16 Q In your view, eventually, they made it right</p> <p>17 with you. Is that what I'm picking up?</p> <p>18 A Yes.</p> <p>19 Q Okay.</p> <p>20 A That was -- there was an eventual settlement</p> <p>21 and the two parties -- or two sides, I should</p> <p>22 say -- ended up, you know, settling and</p> <p>23 moving forward. But at the time, this --</p> <p>24 this was our gripe when we filed the -- the</p>

<p style="text-align: right;">Page 46</p> <p>1 -- of IP that would basically mean, you know, 2 less revenue for us to be able to -- to do 3 with our own product line. 4 Q Were you concerned about the transfer of 5 ROAM's IP? 6 A Yeah. 7 Q Were you also concerned about the transfer of 8 BBPOS' IP? 9 A Sure. Because that's part -- you know, 10 there's -- there's a part of that that 11 belongs to BBPOS. 12 Q Were you concerned about the transfer helping 13 Ingenico to build a competing product? 14 A Yes. At that time, you know, that was part 15 of our -- part of the discussions that I 16 wanted to have with -- with Philippe, you 17 know, and I wanted to -- I wanted to bring 18 attention to that at the next board meeting. 19 MR. WRAY: I object to that question. 20 It's vague. 21 Q I think it's a little late. Let's move on to 22 -- I see Section -- I see bullet point 3 -- 23 or number 3. It says "Controls and 24 operational constraints by the majority</p>	<p style="text-align: right;">Page 48</p> <p>1 statement here. 2 Q Got it. I want to ask you now -- I want to 3 mark something else. I want to mark this as 4 Exhibit 5. 5 (Whereupon, Exhibit No. 5, Continuation of e-mails 6 between Chris and William, is marked for 7 identification.) 8 MR. WRAY: Thank you. 9 Q What is Exhibit 5? 10 A Yeah. This is just a follow-on from earlier, 11 a -- 12 Q Okay. 13 A -- continuation of my dialogue with Rotsaert. 14 Q Okay. 15 A Yeah. 16 Q When you write, "Just because you sent me an 17 e-mail to me does not mean you have my 18 agreement and my permission to start 19 transferring IP that does not belong to 20 Ingenico. Your assumption that the reader IP 21 belongs to ROAM was already incorrect. And 22 to further transfer them further to Ingenico 23 without my explicit permission and without 24 any commercial agreement in place was a real</p>
<p style="text-align: right;">Page 47</p> <p>1 investor exerted onto the company, not part 2 of the Investor Rights Agreement, that can 3 harm the value of ROAM's shareholders. One, 4 the BBPOS relationship is critical to ROAM. 5 Ingenico's interference with its acquisition 6 and the current commercial negotiations can 7 damage its relationship and harm the value to 8 ROAM's shareholders irreparably. Damaging 9 the relationship with BBPOS can lead to a 10 loss of IP, revenue, along with technical 11 capabilities to ROAM which will make a large 12 negative impact on ROAM's valuation." Do you 13 recall what you were concerned about when you 14 wrote that bullet point 1? 15 A Yeah. Basically, you know, we wanted to make 16 an acquisition of BBPOS at the time. I 17 recommended it. My perception was that BBPOS 18 was an important part of helping us grow our 19 revenue. So, you know, I had a concern about 20 them interfering with our acquisition -- you 21 know, our desire to -- to have an 22 acquisition. But, you know, ultimately, that 23 deal didn't happen, but, you know, it's 24 pretty well -- pretty well reflected in my</p>	<p style="text-align: right;">Page 49</p> <p>1 mistake." I'm a little curious. When you 2 write, "Your assumption that the reader IP 3 belongs to ROAM was already incorrect," do 4 you recall what you meant? 5 A So there are two parts of the IP. Part of it 6 is our requirements, our design, our -- our 7 form factor. And then there's other 8 components because they are the engineering 9 firm that -- that built it -- were licensing 10 their technology. Basically, you know, two 11 parts are all mixed. 12 Q Okay. And when you say the two parts are 13 mixed, does -- did BBPOS own some of that 14 reader IP then? 15 A I mean it's their -- their hardware design, 16 our form factor. 17 Q Okay. So I'll just ask it again. Is that -- 18 some of that IP is -- 19 A Some of it is -- belongs to BBPOS. 20 Q Okay. Now, do you recollect Rotsaert 21 believing that all of the reader IP belonged 22 to ROAM as opposed to only some of it? 23 A He may be under the assumption that all of 24 that belongs to ROAM. But, you know, to me</p>



<p style="text-align: right;">Page 54</p> <p>1 A I think it should be of as opposed to or.</p> <p>2 Q Why do you think there was a disrespect from</p> <p>3 Mr. Rotsaert toward the IP of BBPOS?</p> <p>4 A Pretty well, as I stated -- I mean, you don't</p> <p>5 -- you don't normally transfer, you know,</p> <p>6 data to another development team without</p> <p>7 permission from either me as the CEO of ROAM</p> <p>8 or some kind of an agreement, you know, from</p> <p>9 -- from BBPOS.</p> <p>10 Q Were you concerned about Ingenico</p> <p>11 reverse-engineering the IP that they'd</p> <p>12 received that --</p> <p>13 A Well, my --</p> <p>14 Q -- was BBPOS'?</p> <p>15 A -- my concern was a competing product that</p> <p>16 competed against our distribution which had</p> <p>17 wrong data at the time. So this is why I</p> <p>18 raised the issue and, you know, whether they</p> <p>19 continued on with that process after I was</p> <p>20 terminated, that was -- you know, that's</p> <p>21 something separate.</p> <p>22 Q Got it.</p> <p>23 A But, you know, I raised my -- raised my</p> <p>24 concerns to Mr. Rotsaert and also to, you</p>	<p style="text-align: right;">Page 56</p> <p>1 the relationship between HomeATM and BBPOS?</p> <p>2 Do you recollect that?</p> <p>3 A I remember there's some relationship between</p> <p>4 -- Ben was telling me some -- some</p> <p>5 relationship between them. I can't really</p> <p>6 recall what the exact relationship between --</p> <p>7 between these guys -- is that when they</p> <p>8 changed their name later to AnywhereCommerce</p> <p>9 or Anywhere --</p> <p>10 Q I'm just trying to get your memory of --</p> <p>11 A Yeah.</p> <p>12 Q -- HomeATM, but if you don't --</p> <p>13 A Yeah. I mean --</p> <p>14 Q -- it's fine.</p> <p>15 A -- yeah, I mean, there's -- most of my</p> <p>16 dealings was with Ben.</p> <p>17 Q You've mentioned acquisition prior. Was</p> <p>18 there a point in time in which there was a</p> <p>19 consideration of acquisition from ROAM for</p> <p>20 Ingenico to BBPOS?</p> <p>21 A More from ROAM. I mean, I was trying to make</p> <p>22 the acquisition.</p> <p>23 Q What's your recollection of your records to</p> <p>24 make the acquisition?</p>
<p style="text-align: right;">Page 55</p> <p>1 know, Philippe and Christopher.</p> <p>2 Q And when you say Christopher, do you mean</p> <p>3 Christopher Coonen?</p> <p>4 A Right. And Philippe --</p> <p>5 Q And Philippe Lazare?</p> <p>6 A Correct.</p> <p>7 Q Okay. How long after this -- okay. Thank</p> <p>8 you for testifying about this e-mail. I</p> <p>9 appreciate it.</p> <p>10 A Yep.</p> <p>11 Q How long after you sent this e-mail on</p> <p>12 September 17, 2012, were you terminated from</p> <p>13 your position at ROAM?</p> <p>14 A It was the following board meeting, so I</p> <p>15 think it was later that month.</p> <p>16 Q Later in the month of September?</p> <p>17 A If I recall the board meeting being -- yeah,</p> <p>18 that month.</p> <p>19 Q Okay. So roughly within two weeks of sending</p> <p>20 this --</p> <p>21 A Yeah. Yeah.</p> <p>22 Q -- e-mail you were terminated?</p> <p>23 A Correct. Right.</p> <p>24 Q All right. Did you have an understanding of</p>	<p style="text-align: right;">Page 57</p> <p>1 A I made a proposal, and -- and then, I think,</p> <p>2 Ingenico wanted to do some due diligence</p> <p>3 also. And so I think ultimately after the</p> <p>4 experience, Ben ended up rejecting the -- the</p> <p>5 deal and it never took place.</p> <p>6 MR. KESSLER: Okay. Let me mark this</p> <p>7 as Exhibit 6.</p> <p>8 (Whereupon, Exhibit No. 6, Summary of terms of</p> <p>9 acquisitions of BBPOS, is marked for</p> <p>10 identification.)</p> <p>11 MR. KESSLER: Thank you.</p> <p>12 Q Please take all the time you need to feel</p> <p>13 comfortable with it. My first question is:</p> <p>14 Do you know what it is, Exhibit 6?</p> <p>15 A It looks like our term sheet, yeah.</p> <p>16 Q When you say, "Our term sheet," you mean the</p> <p>17 term sheet respecting the acquisition --</p> <p>18 proposed acquisition of BBPOS by ROAM Data?</p> <p>19 A Yeah.</p> <p>20 Q Okay. Did you have a hand in negotiating</p> <p>21 this?</p> <p>22 A Yeah.</p> <p>23 Q What role did you play in negotiating this?</p> <p>24 A I was -- I was the CEO, so I had a signed</p>

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<p>1 Inc." meetings of the -- "minutes of the</p> <p>2 meeting of the Board of Directors" from</p> <p>3 around June 27, 2012. Have you seen this</p> <p>4 before?</p> <p>5 A Yeah, I think it's June -- June meeting's</p> <p>6 minutes.</p> <p>7 Q I just quickly want to draw your attention to</p> <p>8 what's been Bates stamped ROAM 75 at</p> <p>9 Paragraph marker 10, "BBPOS acquisition</p> <p>10 update/discussion."</p> <p>11 THE WITNESS: If you don't mind, I'm</p> <p>12 going to -- it's quite hot in here. I'm</p> <p>13 going to take off my jacket.</p> <p>14 MR. WRAY: You can check that</p> <p>15 thermostat behind you.</p> <p>16 MR. KESSLER: You know, I'm going to</p> <p>17 do that because it's --</p> <p>18 MR. WRAY: I've been looking at it</p> <p>19 longingly for this entire deposition.</p> <p>20 MR. KESSLER: Will, if you're</p> <p>21 uncomfortable, please say something.</p> <p>22 THE WITNESS: Yeah, yeah. No</p> <p>23 worries.</p> <p>24 MR. WRAY: It's placebo, isn't it?</p>	<p>1 A What was the -- say again?</p> <p>2 Q What do you recall of this discussion that</p> <p>3 took place on June 27, 2012, at the board</p> <p>4 meeting --</p> <p>5 A Yeah.</p> <p>6 Q -- respecting the proposed acquisition of</p> <p>7 BBPOS by ROAM?</p> <p>8 A I think Section 10 of the -- the minutes were</p> <p>9 pretty explicit in the way that we discussed</p> <p>10 that deal.</p> <p>11 Q Having reviewed that section now, do you</p> <p>12 disagree with any aspect of the rendering of</p> <p>13 it?</p> <p>14 A No. It was pretty well reflected, the -- the</p> <p>15 nature of the discussion.</p> <p>16 Q Okay. At this time, you remained interested</p> <p>17 in having ROAM acquire BBPOS?</p> <p>18 A Yeah, I was still interested at -- you know,</p> <p>19 at that time.</p> <p>20 Q Okay. And it says on Bates stamp 876,</p> <p>21 "Philippe said he would not sign such a deal</p> <p>22 that would give Ben the Chinese market by</p> <p>23 himself." Is that Philippe Lazare?</p> <p>24 A Uh-huh.</p>
Page 63	Page 65
<p>1 Can we go off the record for a second?</p> <p>2 MR. KESSLER: Sure.</p> <p>3 VIDEOGRAPHER: The time is 3:37 p.m.</p> <p>4 We're off the record.</p> <p>5 (Whereupon, the parties go off the record.)</p> <p>6 VIDEOGRAPHER: It is 3:38 p.m. We're</p> <p>7 on the record.</p> <p>8 BY MR. KESSLER:</p> <p>9 Q So I'm looking at this -- what's been marked</p> <p>10 as Exhibit 8. Do you recollect the</p> <p>11 discussion that's commemorated at Paragraph</p> <p>12 10?</p> <p>13 COURT REPORTER: Are we leaving the</p> <p>14 door open on purpose, or --</p> <p>15 MR. KESSLER: We can close -- yeah,</p> <p>16 we can close it. I think, you know, it's not</p> <p>17 that much of a --</p> <p>18 COURT REPORTER: There's music</p> <p>19 playing out there.</p> <p>20 MR. KESSLER: Right.</p> <p>21 Q Okay. What do you recall of this discussion</p> <p>22 -- this board discussion that took place on</p> <p>23 or around June 27, 2012, respecting the</p> <p>24 proposed acquisition of BBPOS by ROAM Data?</p>	<p>1 Q Okay. And then he said, "He then asked Mr.</p> <p>2 Graylin to find others to do the work for</p> <p>3 us." What did you understand him to mean by</p> <p>4 that?</p> <p>5 A Oh, just find another source.</p> <p>6 Q Oh, so cut out BBPOS altogether?</p> <p>7 A Could be. I mean, it's -- you know, it's not</p> <p>8 unusual to find another source. But -- but</p> <p>9 BBPOS was our -- was our supplier at the</p> <p>10 time. And, you know, you could see that I --</p> <p>11 I felt that they were the -- the best vendor</p> <p>12 for us, and there were others that were, in</p> <p>13 my opinion at the time, not as good.</p> <p>14 Q And then, Mr. Philippe Lazare, he says,</p> <p>15 "Dismissively, he indicated that he did not</p> <p>16 believe that a few people in China were that</p> <p>17 critical for Ingenico with ROAM's success in</p> <p>18 its marketplace." What do you believe he</p> <p>19 meant by that?</p> <p>20 A Say that again? What did --</p> <p>21 Q What did he mean by that, "A few people in</p> <p>22 China"?</p> <p>23 A Well, I mean --</p> <p>24 Q Is that BBPOS?</p>

<p style="text-align: right;">Page 110</p> <p>1 MR. KESSLER: Objection. Calls for a</p> <p>2 legal conclusion.</p> <p>3 THE WITNESS: Well, as -- as I recall</p> <p>4 Section 1.4 specifically references BBPOS.</p> <p>5 So if you look at Section 1.4 in the very</p> <p>6 beginning of the exhibit. So as I recall</p> <p>7 that they have two products. One was</p> <p>8 exclusive, which was the crypto swiper,</p> <p>9 CircleSwipe, and we wanted exclusivity for</p> <p>10 that anywhere except for, of course, they</p> <p>11 were selling into China and Philippines, but</p> <p>12 the BBPOS or otherwise, you know, known as</p> <p>13 ROAMpay POS, at the time, that one -- that</p> <p>14 BBPOS was an EMV reader that they were</p> <p>15 developing. And that one, they didn't want</p> <p>16 to give exclusivity, so that was a</p> <p>17 non-exclusive to resell.</p> <p>18 Q Okay. So subject to whatever is in 1.4,</p> <p>19 right?</p> <p>20 A Yeah.</p> <p>21 Q Which you've, I think, just attempted to</p> <p>22 summarize. 1.3 says that it will be an</p> <p>23 exclusive to Ingenico, right?</p> <p>24 MR. KESSLER: Objection. Compound.</p>	<p style="text-align: right;">Page 112</p> <p>1 MR. WRAY: I've refrained from</p> <p>2 putting coaching comments or any -- or, you</p> <p>3 know, just random comments on the record.</p> <p>4 I'd ask that you do the same.</p> <p>5 MR. KESSLER: I'm not coaching, but I</p> <p>6 am objecting to -- particularly that</p> <p>7 question, that you --</p> <p>8 MR. WRAY: I've heard your question</p> <p>9 and I've heard your objections before, so --</p> <p>10 Q Do you recall the question?</p> <p>11 A I think you were asking whether the reference</p> <p>12 to the BBPOS IP was only the swiper?</p> <p>13 Q It was in reference to the swiper,</p> <p>14 intellectual property.</p> <p>15 MR. KESSLER: Objection. Vague.</p> <p>16 A Well, I mean, I'll answer the question on --</p> <p>17 on what I believe to be the BBPOS IP. So</p> <p>18 there are -- there are BBPOS IP of them</p> <p>19 designing the product for us. There's also</p> <p>20 patents that they had filed which either STEM</p> <p>21 or -- or HomeATM -- there's a set of IP</p> <p>22 related to the patents. For us and the</p> <p>23 license that we cared about the most was</p> <p>24 getting product for a combination of audio</p>
<p style="text-align: right;">Page 111</p> <p>1 Objection. Argumentative. Asked and</p> <p>2 answered as well. You just don't like his</p> <p>3 answer.</p> <p>4 A So in 1.4 it says, BBPOS is non-exclusive.</p> <p>5 1.3 says that we have exclusive rights, which</p> <p>6 to me was the swiper solution, the</p> <p>7 CircleSwipe, so that was what we</p> <p>8 white-labeled and branded.</p> <p>9 Q Uh-huh. And when you were discussing BBPOS'</p> <p>10 IP or intellectual property or trade secrets</p> <p>11 when opposing counsel was questioning you</p> <p>12 before, you were talking about IP in</p> <p>13 connection with the swipe readers, right?</p> <p>14 MR. KESSLER: Objection. Compound.</p> <p>15 Objection. Misstates prior testimony.</p> <p>16 A Can you just repeat that?</p> <p>17 Q Sure. So when Mr. Kessler was questioning</p> <p>18 you before and he was asking you questions</p> <p>19 about BBPOS' IP, you were referring to their</p> <p>20 IP with the swipe reader, right?</p> <p>21 MR. KESSLER: Objection. Compound.</p> <p>22 Objection. Misstates prior testimony.</p> <p>23 Objection. Vague. He's testified -- he's</p> <p>24 spent hours testifying to answer that.</p>	<p style="text-align: right;">Page 113</p> <p>1 jack readers with -- with swipers. That was</p> <p>2 where we originally started and we sold,</p> <p>3 you know, quite a bit of volume with -- with</p> <p>4 that particular product.</p> <p>5 Then, the next line of product</p> <p>6 involved chip readers, which -- otherwise</p> <p>7 known as EMV. And those chip readers, and</p> <p>8 the ability to interact with the -- the</p> <p>9 readers, and the same -- same application</p> <p>10 that we were using which we built here to</p> <p>11 interact with these readers, they were</p> <p>12 different sets of products, but they were all</p> <p>13 designed and manufactured by the -- BBPOS for</p> <p>14 us.</p> <p>15 Where we talked about exclusivity in</p> <p>16 at least this original agreement, again,</p> <p>17 later on, we have the -- we had an amendment</p> <p>18 to it. At this particular point in time, I</p> <p>19 recall we distinctively separated the two.</p> <p>20 One was exclusive, which was CircleSwipe and</p> <p>21 then the other one was non-exclusive, which</p> <p>22 -- which they were in the process of building</p> <p>23 for us to -- to sell. So that was what they</p> <p>24 named here as BBPOS, that's EMV-capable.</p>

<p style="text-align: right;">Page 142</p> <p>1 Q And whatever you concluded wasn't exclusive</p> <p>2 in the document is what you were potentially</p> <p>3 going to sell with Ben, right?</p> <p>4 A Yes. That would --</p> <p>5 Q Okay.</p> <p>6 A -- that would be the case, but that was a</p> <p>7 very -- very cursory exploration.</p> <p>8 Q Sure.</p> <p>9 A Yeah.</p> <p>10 Q Did it -- during the previous questioning,</p> <p>11 Mr. Kessler showed you an e-mail. It was</p> <p>12 from, I think, January 2013 or thereabouts?</p> <p>13 A Uh-huh.</p> <p>14 Q I'll try to pull that one up. Exhibit 11.</p> <p>15 Could you turn to Exhibit 11?</p> <p>16 A Yep.</p> <p>17 Q Okay. So in this e-mail you're talking with</p> <p>18 him about how you're free to compete with</p> <p>19 ROAM because of some language in your</p> <p>20 contract, right? Do you see that, like --</p> <p>21 A Uh-huh.</p> <p>22 Q -- three or four paragraphs down?</p> <p>23 A Yeah.</p> <p>24 Q And this is you discussing with him this</p>	<p style="text-align: right;">Page 144</p> <p>1 Good to see them admit it," right?</p> <p>2 A Uh-huh.</p> <p>3 Q And again, you're saying this during the time</p> <p>4 that you're exploring the possibility of</p> <p>5 selling these devices with Ben Lo, right?</p> <p>6 A Yeah. But that was also my belief that the</p> <p>7 EMV was not exclusive.</p> <p>8 Q Earlier we discussed how you shared with Mr.</p> <p>9 Lo your feelings about how you believe Mr.</p> <p>10 Rotsaert improperly shared intellectual</p> <p>11 property with Ingenico, right?</p> <p>12 A (No verbal response.)</p> <p>13 Q This complaint was from November of 2012,</p> <p>14 right?</p> <p>15 A (No verbal response.)</p> <p>16 Q Did you delay from filing the complaint to</p> <p>17 talking about these things with Mr. Lo?</p> <p>18 A Did I delay -- did I talk to Mr. Lo after I</p> <p>19 filed the complaint?</p> <p>20 Q Right.</p> <p>21 A Yes.</p> <p>22 Q Okay. What did he say when you shared these</p> <p>23 allegations or thoughts or concerns?</p> <p>24 MR. KESSLER: Objection. Content.</p>
<p style="text-align: right;">Page 143</p> <p>1 potential venture for selling other mobile</p> <p>2 point of sale products, right?</p> <p>3 A Yeah. This is part of the exploration that I</p> <p>4 told you.</p> <p>5 Q Right. And so at this time that he sends you</p> <p>6 an e-mail saying -- and this is on the third</p> <p>7 page of the document, he sends you an e-mail</p> <p>8 basically saying that Ken Paull says that the</p> <p>9 ROAM-BBPOS agreement only does the swiper,</p> <p>10 and not the EMV or NFC, right?</p> <p>11 A Correct.</p> <p>12 MR. KESSLER: Objection. The</p> <p>13 document speaks for itself.</p> <p>14 MR. WRAY: You're lucky I didn't pull</p> <p>15 that objection out during your examination.</p> <p>16 MR. KESSLER: What are you</p> <p>17 insinuating?</p> <p>18 MR. WRAY: That you just used the</p> <p>19 documents a lot.</p> <p>20 MR. KESSLER: Yeah, but I didn't</p> <p>21 misquote them.</p> <p>22 Q On Page 1, you say here, "Yes, I have told</p> <p>23 Ken Paull and others at ROAM and Ingenico</p> <p>24 that EMV/NFC is not part of the exclusivity.</p>	<p style="text-align: right;">Page 145</p> <p>1 Q Strike that. What did he say when you shared</p> <p>2 these concerns?</p> <p>3 A What did he say -- I don't really recall but</p> <p>4 we had some e-mail exchanges, and, you know,</p> <p>5 we were just trying to figure out whether</p> <p>6 there's -- there is, you know, any business</p> <p>7 that we could do. I was trying to be helpful</p> <p>8 if I could, and I think, you know, it's no</p> <p>9 secret about my, you know, my concerns at the</p> <p>10 time and -- and which is what led to the --</p> <p>11 to the litigation.</p> <p>12 Q All right.</p> <p>13 A Yeah.</p> <p>14 Q But do you remember, I mean, you're saying</p> <p>15 that you spoke with him, and you said</p> <p>16 basically you were concerned that Chris</p> <p>17 Rotsaert shared BBPOS IP with Ingenico,</p> <p>18 right?</p> <p>19 A (No verbal response.)</p> <p>20 Q Sorry, you have to say yes or no for the --</p> <p>21 A Yes.</p> <p>22 Q -- record. Do you remember him having a</p> <p>23 reaction of any kind to this?</p> <p>24 A I mean, I think we were just lamenting the,</p>